

656

ROW005

79610003WA 11-26-84 cp
Lynoir Agner Pullen

003-0-00-W

Do not record above this line

WARRANTY DEED

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of THREE HUNDRED FORTY-FIVE
AND — — — — — NO /100 Dollars (\$345.00)

the receipt of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the State Highway Commission of Mississippi, a body corporate by statute, on State Project No. 79-0009-06-010-10, the following described land:

Begin at the point of intersection of the North line of grantors property with the present Northwesternly right-of-way line of U. S. Highway No. 61, said point is 2,634.5 feet North of and 5,216.3 feet East of the Southwest corner of Section 26, Township 2 South, Range 10 West; from said point of beginning run thence South 45° 22' West along said present Northwesternly right-of-way line, a distance of 279.1 feet; thence run North 44° 38' West along said present Northwesternly right-of-way line, a distance of 25.0 feet to a point that is 85 feet Northwesternly of and perpendicular to the centerline of survey of State Project No. 79-0009-06-010-10 at Highway Survey Station 112 + 00; thence run North 38° 14' East, a distance of 226.9 feet to the North line of grantors property; thence run North 89° 56' East along the North line of grantors property, a distance of 75.7 feet to the point of beginning, containing 0.23 acres, more or less, and all being situated in and a part of the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 2 South, Range 10 West, DeSoto County, Mississippi.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness their signature the 18th Day of December, A. D., 19 84.

Howard F. Hartwell

Lynoir Agner Pullen
Henry Pullen

1389 Highway 61
Lake Cormorant, MS
38611

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____ who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____ who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of DeSoto

Personally appeared before me, the undersigned authority, Howard F. Hartsell, one of the subscribing witnessess to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named Lynoir Agner Pullen and Henry Pullen, whose names are subscribed hereto, sign and deliver the same to the said State Highway Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said Lynoir Agner Pullen and Henry Pullen on the day and year therein mentioned.

Howard F. Hartsell

Affiant

Sworn to and subscribed before me this the

December

, A.D., 1984.

H. M. Ferguson

Chancery Clerk

Title

(PLACE SEAL HERE)

MY COMMISSION EXPIRES JAN. 4, 1985

Filed @ 1:00 P M, 8 Jan, 1985
Recorded in Book 175 Page 656
H. G. Ferguson, Clerk